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PLEASE RETURN TO -  
JIM DILLON - WATER DEPT.  
ROOM 1130 ANNEX

AGREEMENT

between

TOWNSHIP OF SPRINGFIELD

AND

THE CITY OF PHILADELPHIA

Made in pursuance of Ordinance of Council

OF

THE CITY OF PHILADELPHIA

approved November 13, 1948, entitled:

"AN ORDINANCE

To authorize the making of an agreement with  
the Township of Springfield, Montgomery  
County, covering the receipt, conveyance  
and treatment of sewage from sewers in the  
Erdenheim and Whitemarsh sections of the  
Township of Springfield by the City of  
Philadelphia."

WHEREAS, The natural drainage of the Erdenheim and Whitemarsh sections of the Township of Springfield, Montgomery County, adjoining the City of Philadelphia, is into the City of Philadelphia;

AND WHEREAS, It is to the advantage of the City of Philadelphia that the sewage from this area be conveyed through the City's sewerage system and discharged into the river at a point below the intakes for the water supply of the City;

AND WHEREAS, It is to the advantage of the Township of Springfield to make use of the existing and proposed sewage and sewage treatment works of the City of Philadelphia;

AND WHEREAS, The City of Philadelphia has constructed sewers in this vicinity which have a capacity to receive, in addition to sewage flow within the City, a maximum of one million six hundred thousand gallons drainage per day of twenty-four hours from the Erdenheim and Whitemarsh sections of the Township of Springfield;

AND WHEREAS, The Township of Springfield proposes to authorize a bond issue for the construction of a sewerage system, including the connection thereof with the City's sewerage system at a point at or near Norwood avenue, approximately seven hundred and fifty feet northeast of Germantown avenue;

AND WHEREAS, The City of Philadelphia is about to construct a sewer in the bed of Norwood avenue to or beyond the proposed point of junction with the said connection proposed to be built by the Township of Springfield;

AND WHEREAS, The Commissioners of the Township of Springfield have agreed to extend the sewers of the township to the said point of connection with the City's sewers, without cost to the City of Philadelphia either for right-of-way or construction of facilities, and have further agreed to make its sewers and extensions thereof available to owners of property within the City of Philadelphia abutting thereon;

AND WHEREAS, The Commissioners of the Township of Springfield have made application to connect the sewers of the Erdenheim and Whitemarsh sections of the Township of Springfield to the sewers of the City of Philadelphia, and have agreed to pay for the said proposed service as hereinafter set forth and

provided.

NOW, THEREFORE, THIS AGREEMENT, Made this *fourth* day of *January* A. D. 1947, between The City of Philadelphia (hereinafter called the City), party of the first part, and the Township of Springfield, County of Montgomery, State of Pennsylvania (hereinafter called the Township), party of the second part.

WITNESSETH: That the parties hereto have, and in consideration of the mutual benefits and advantages accruing to them, and the annual payment to be made by the Township to the City, hereby covenant, contract, and agree to and with each other as follows:

First. It is agreed that the City will construct a main sewer along the bed of Horwood avenue to the existing intercepting sewer at Wissahickon creek, northeast, at least to a point approximately seven hundred and fifty feet northeast of Germantown avenue, and will provide a capacity to receive sanitary sewage from a connecting sewer to be constructed by the Township and will provide capacity and convey, treat, and dispose of the sewage at a rate not to exceed three and six-tenths cubic feet per second, which rate shall be in excess of, and in addition to any sewage originating within the boundary lines of the City of Philadelphia.

Second. It is agreed that the Township shall have the right and privilege of connecting the sanitary sewer systems constructed or to be constructed by it in the sections of Erdensheim and Whitomarah, within the Township with the sewers constructed and owned by the City at a point in Horwood avenue approximately seven hundred and fifty feet northeast of Germantown avenue, as outlined upon the map accompanying this agreement.

For this purpose, the City grants to the Township the right of entry upon the streets through which the said sewer may extend for the purpose of such construction. Any sewer built within the limits of the City shall conform in all respects to the design and specifications provided for sewers within the City of Philadelphia, and shall be subject to inspection by the Department of Public Works of the City at the cost of the Township. Upon completion of such sewers lying within the City limits, title thereto upon acceptance thereof by the City, and title to any right-of-way acquired by

the Township, shall pass to and vest in the City, and the Township, through its proper officers, will execute, acknowledge and deliver any and all deeds or other documents necessary therefor.

Third. It is agreed that the Township will provide capacity within its sewer system to receive and convey sewage from property within the City of Philadelphia abutting upon its system and upon the extension to be constructed by the Township within the City limits.

Fourth. It is agreed that, before any sewage is delivered by the Township into the sewers of the City, the Township shall enact and enforce rules, regulations, resolutions or ordinances governing sewer connections and the admission of sewage into the sewers of the Township, which said rules, regulations, resolutions or ordinances shall conform to the rules, regulations, resolutions and ordinances of the City of Philadelphia now existing or from time to time adopted.

Fifth. It is agreed that no substance deleterious or detrimental to the sewers or to the treatment of sewage, including oils, gases, acids or acid wastes, shall be discharged from the sewers of the Township into the sewers of the City, and that failure to comply with a notice in writing from the Director of Public Works of the City to cease the delivery of any such substance or substances, shall be sufficient cause for the termination of this agreement and the severing of the sewer connections by the City.

Sixth. It is agreed that the sewage to be received by the City from the Township shall be the sanitary drainage from the Erdenheim and Whitmarsh sections of the Township, as outlined upon the map accompanying this agreement, and shall not exceed the rates of flow hereinafter mentioned, to wit, a maximum of three and six-tenths cubic feet per second and a maximum per twenty-four-hour day of one million six hundred thousand gallons. Should the said rates of flow be exceeded, the Township shall make other provisions for accommodating such excess sewage flow at the sole cost and expense of the said Township.

Seventh. It is agreed that under no circumstances shall the area of the Township from which sewage is delivered into the sewers of the City, as outlined upon the map accompanying this agreement, be enlarged or extended.

Eighth. It is agreed that the City shall place, operate and maintain a gauging station to be installed at Stenton avenue and Erdenheim street equipped with a recording gauge of a type mutually acceptable to the parties hereto, for the purpose of measuring the sewage received, and it is further agreed that the records and accounts of the parties to this agreement shall be mutually accessible for the purposes of audit.

Ninth. The City, having constructed a sewer or sewers extending from the points of connection aforementioned to a point of discharge into the Schuylkill river at a point approximately three hundred feet downstream from Fairmount Dam, it is agreed that the same shall be the route of conveyance of said sewers during the first interval of time covered by this agreement.

Tenth. The City, in carrying out its sewage treatment program, agrees to construct additional conveying conduits to the vicinity of Island avenue and the Delaware river in the Fortieth Ward of the City, and also a pumping station and a sewage treatment works in that vicinity, with a discharge point into the Delaware river in the line of Island avenue, which shall be the route of conveyance for the said sewage during the second interval of time covered by this agreement.

Eleventh. It is agreed that the sanitary sewage discharged by the sewers of the Township into the sewers of the City, at the point of connection and at the rate of flow hereinbefore specified, shall be received, conveyed and disposed of during the two intervals of time before mentioned, the first to be known as Period No. 1 and the second as Period No. 2, subject to the terms and conditions herein outlined.

Twelfth. The Township agrees to pay annually to the City, in accordance with bills rendered, the sum of money as computed from the average daily quantity of sewage received, as determined by measurements at the aforementioned gauging station, in accordance with the following terms, to wit:

Period No. 1. For the conveyance of sewage from the points of connection of the Township and the receiving sewers of the City to a point of disposal into the Schuylkill river at a point approximately three hundred feet downstream from Fairmount Dam, with a total amount not exceeding one

million six hundred thousand gallons per day of twenty-four hours, as determined by measurements at the aforementioned gauging station, the sum of one (1) dollar per day for the first two hundred thousand gallons or portion thereof per day; an additional one (1) dollar per day for the next three hundred thousand gallons or portion thereof; an additional two (2) dollars per day for the next five hundred thousand gallons or portions thereof over and above five hundred thousand gallons per day; and an additional two (2) dollars per day for the next six hundred thousand gallons per day or portion thereof over and above one million gallons per day.

Period No. 2. For the conveyance and treatment of sewage discharged by the Township sewers into the receiving sewers of the City, from the point of connection between the discharging sewers of the Township, and the receiving sewers of the City, to the proposed outlet into the Delaware river at Island avenue within a total quantity not exceeding one million six hundred thousand gallons per day of twenty-four hours, as determined by measurement at the before mentioned gauging station, the sum of the following items, to wit:

Item 1. For conveyance to the Southwest Sewage Treatment Works and to the point of disposal of the effluent of said works in the Delaware river, that proportion of the depreciation of one per cent. per annum of the actual construction cost of the said conveying sewers of the City to the Southwest Works, and from the said works to the point of discharge in the Delaware river, as shall be determined by applying to the said depreciation the ratio of three and six-tenths cubic feet per second, maximum flow of sewage to be contributed by the Township to the designed capacity of each section of said conveying sewers of the City of Philadelphia.

Item 2. For the treatment of sewage, that proportion of the total annual cost of treatment of sewage, as shall be determined by applying the ratio of the total annual volume of sewage contributed by the Township to the total annual volume of sewage treated at the said Southwest Treatment Works and supplementary or auxiliary installations of the City to (a) the depreciation of two per cent. per annum of the actual cost of construction of the Southwest Sewage Treatment Works and pumping station

and supplementary or auxiliary installation, and (b) the cost of operation of the said works and pumping station and supplementary or auxiliary installations, including payrolls, supplies, maintenance, repairs, renewals, and replacement of operating equipment, supervision and power, and all other costs and charges connected with or attributable to the ownership and operation of said works and pumping station and supplementary or auxiliary installations.

Thirteenth. It is further agreed that the payments specified in this agreement, to be made, shall not commence until the Township delivers sewage into the sewers of the City at the point of connection aforementioned, and then the amount due the City from the Township shall be payable to the City on the first day of January of the year following the date when sewage is delivered to the sewers of the City from the sewers of the Township, and annually thereafter on the first day of January of each succeeding year, and if such payment by the Township shall not have been paid by the first day of March of any year, the City may enter judgment on the bond hereinafter provided for against the Township.

Fourteenth. It is further agreed that the Township shall make and deliver to the City its bond in the sum of twenty thousand (20,000) dollars, containing a warrant to confess judgment, and in form approved by the City Solicitor of the City of Philadelphia for compliance <sup>with</sup> ~~for~~ all the terms, conditions and covenants touching the payment of money to the City, contained and set forth in this agreement.

Fifteenth. It is further agreed that if any disputes arise between the parties hereto, touching the terms, conditions and covenants in this agreement, the same shall be submitted to the Director of Public Works of the City of Philadelphia, and his decision shall be final and binding upon the parties hereto.

Sixteenth. The Township agrees to, and it does hereby release, the City of Philadelphia from any and all claims for damages or suits therefor, by reason of the inability of the City, not due to gross negligence on its part, to receive, convey and/or treat sewage of the Township. The Township further agrees to indemnify and hold harmless the City of and from any and all claims arising out of any construction work undertaken by the Township or its

contractors within the limits of the City.

Seventeenth. This agreement shall continue in full force and effect for a period of twenty-five years from the date hereof, and shall thereafter continue from year to year with the privilege of either party hereto, upon written notice to the other, to terminate the agreement at the expiration of five years from the date of such notice of termination.

Eighteenth. All the covenants contained in this agreement shall extend to and bind the respective successors and assigns of the parties hereto with the same force and effect as if the words "successors and assigns" had in each case been specifically mentioned.

IN WITNESS WHEREOF, The City of Philadelphia has hereunto set its corporate seal, duly attested by the Mayor thereof, and the Commissioners of the Township of Springfield have hereunto affixed the corporate seal of the said Township duly attested by the proper officers thereof, the day and year first above written.

CITY OF PHILADELPHIA

By:

Wm. W. Samuel  
Mayor.

TOWNSHIP OF SPRINGFIELD

By:

Leonard W. Sheffer  
President, Board of Commissioners

APPROVED AS TO FORM:

FRANK P. TRUSCOTT

City Solicitor

Per:

Angus T. Allen

Assistant City Solicitor

Attest:

Howard R. Hibbert

Secretary,  
Board of Commissioners

Commonwealth of Pennsylvania :  
City and County of Philadelphia : SS.:  
:

Be It Remembered, That on this <sup>4<sup>th</sup></sup> day of *January*  
A. D. 1947, before me, the subscriber, a notary public in and for the  
Commonwealth of Pennsylvania, residing in the City of Philadelphia,  
personally appeared *Bernard Samuel*, personally known  
to me and to me known to be the Mayor of the City of Philadelphia, who  
being duly sworn according to law, deposes and says that he resides in  
the City of Philadelphia and is the Mayor of the said City; that he  
affixed the seal of the said City of Philadelphia hereto; that the seal  
so affixed hereto is the common or corporate seal of the said City of  
Philadelphia; that the said agreement was duly sealed and delivered by  
him as and for the act and deed of the City of Philadelphia for the uses  
and purposes therein set forth; that the said agreement was executed by  
him and the seal of the City of Philadelphia affixed thereto under and by  
the authority of the ordinance of Council approved *Jan 13* day of  
*November*, A. D. 1946; that he signed his name thereto by the  
same authority, and that the name of this deponent subscribed to the said  
agreement as Mayor of the said City of Philadelphia in attestation of the  
due execution thereof is in deponent's own proper handwriting.

Sworn and subscribed before me :  
the day and year aforesaid. :  
Witness my hand and Notarial :  
Seal. :

*George K. Wagner*

ROOM 205 CITY HALL  
NOTARY PUBLIC

Commission Expires at the End of  
the Session of the State Senate.

*Approved as to form*  
FRANK PETERSON  
Recorder

*Advised T. J. White*  
Recorder

*Bernard Samuel*  
\_\_\_\_\_  
Mayor

COMMONWEALTH OF PENNSYLVANIA :

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BE IT REMEMBERED, That on this *FOURTH* day of *JANUARY*

A.D.1947, before me, the subscriber, a notary public in and for the Commonwealth of Pennsylvania, residing in the County of Montgomery, personally appeared LEONARD W. SHAFER, personally known to me and to me known to be the President of the Board of Commissioners of the Township of Springfield, Montgomery County, who being duly sworn according to law, deposes and says that he resides in the said Township of Springfield and is the President of the Board of Commissioners of the said Township; that he affixed the seal of the said Township of Springfield hereto; that the seal so affixed is the common or corporate seal of the said Township of Springfield; that the said agreement was duly sealed and delivered by him as and for the act and deed of the said Township of Springfield for the uses and purposes therein set forth; that the said agreement was executed by him and the seal of the Township of Springfield affixed thereto under and by the authority of a resolution of the Commissioners of the Township of Springfield approved the *ELEVENTH* day of *DECEMBER* 1946; that he signed his name thereto by the same authority, and that the name of this deponent subscribed to the said agreement as President of the Board of Commissioners of the said Township of Springfield in attestation of the due execution thereof is in deponent's own proper handwriting.

Sworn to and subscribed  
before me the day and year :  
aforesaid.  
Witness my hand and Notarial  
Seal.

Witness my hand and Notarial Seal.

Seal.

Leonard W. Shaffer

Lewis Marble

NOTARY PUBLIC

[illegible]